

**UNITED STATES BANKRUPTCY COURT
DISTRICT OF NEW JERSEY**

**Caption in Compliance with D.N.J. LBR 9004-1(b)
COLE SCHOTZ P.C.**

Michael D. Sirota, Esq. (NJ Bar No. 014321986)
Warren A. Usatine, Esq. (NJ Bar No. 025881995)
Court Plaza North, 25 Main Street
Hackensack, New Jersey 07601
(201) 489-3000
msirota@coleschotz.com
wusatine@coleschotz.com

**KIRKLAND & ELLIS LLP
KIRKLAND & ELLIS INTERNATIONAL LLP**

Joshua A. Sussberg, P.C. (admitted *pro hac vice*)
Christine A. Okike, P.C. (admitted *pro hac vice*)
601 Lexington Avenue
New York, New York 10022
(212) 446-4800
jsussberg@kirkland.com
christine.okike@kirkland.com

HAYNES AND BOONE, LLP

Richard S. Kanowitz, Esq. (NJ Bar No. 047911992)
Kenric D. Kattner, Esq. (admitted *pro hac vice*)
30 Rockefeller Plaza, 26th Floor
New York, New York 10112
(212) 659-7300
richard.kanowitz@haynesboone.com
kenric.kattner@haynesboone.com

Attorneys for Debtors and Debtors in Possession

In re:

BLOCKFI INC., *et al.*,

Debtors¹



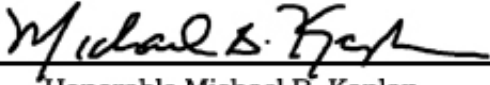
Order Filed on July 6, 2023
by Clerk
U.S. Bankruptcy Court
District of New Jersey

Chapter 11
Case No. 22-19361 (MBK)
Jointly Administered

**ORDER APPROVING THE DEBTORS' THIRD OMNIBUS REJECTION OF
EXECUTORY CONTRACTS AND LEASES**

The relief set forth on the following pages, numbered two (2) through three (3) and Schedule 1, is hereby **ORDERED**.

DATED: July 6, 2023


Honorable Michael B. Kaplan
United States Bankruptcy Judge

(Page 2)

Debtors: BlockFi Inc.

Case No. 22-19361(MBK)

Caption of Order: ORDER APPROVING DEBTORS' THIRD OMNIBUS
REJECTION OF EXECUTORY CONTRACTS AND LEASES

Pursuant to and in accordance with the *Order Authorizing and Approving Procedures for Rejection of Executory Contracts and Unexpired Leases* [Docket No. 302] (the “Rejection Procedures Order”);¹ and the Court having jurisdiction over this matter pursuant to 28 U.S.C. § 157 and 1334; and it appearing that this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2); and it appearing that venue of these cases and this matter is proper pursuant to 28 U.S.C. §§ 1408 and 1409; and the Debtors having properly filed and served a “Notice of Third Omnibus Rejection of Executory Contracts and/or Unexpired Leases” [Docket No. 1045] (the “Rejection Notice”) in accordance with the terms of the Rejection Procedures Order in respect of the rejection of the executory contracts (the “Contracts”) and/or unexpired leases (the “Leases”) set forth on Schedule 1 hereto; and no timely objections having been filed to the rejection of the Contracts and Leases; and it appearing that due and adequate notice of the Rejection Procedures Order and the Rejection Notice has been given, and that no other or further notice need be given; and the Court having determined that the rejections provided for herein are an appropriate exercise of the Debtors’ business judgment; and after due deliberation, and good and sufficient cause appearing therefor, it is hereby **ORDERED**:

1. Contracts and Leases listed on SCHEDULE 1 hereto are hereby rejected effective as of the dates set forth for such Contracts and Leases listed on SCHEDULE 1 hereto (the “Rejection Date”).

2. The rights of the Debtors and their estates to assert that the Contracts and Leases are rejected hereby expired by their own terms or were terminated prior to the date hereof and fully

¹ Capitalized terms used but not otherwise defined herein shall have the meanings ascribed to them in the Rejection Procedures Order.

(Page 3)

Debtors: BlockFi Inc.

Case No. 22-19361(MBK)

Caption of Order: ORDER APPROVING DEBTORS' THIRD OMNIBUS
REJECTION OF EXECUTORY CONTRACTS AND LEASES

preserved, and the Debtors and their estates do not waive any rights or claims that they may have with respect or against the counterparties to such Contracts and Leases, whether or not such rights or claims arise under, are related to the rejection of, or are independent of the Contracts and Leases rejected hereby.

3. If any affected counterparty subject to this Order (a “Rejection Claimant”) asserts a claim or claims against the Debtors and their estates arising from the rejection of the Contracts and Leases, such Rejection Claimant shall submit a proof of claim on or before the later of (i) the deadline for filing proofs of claims established by the Court in these Chapter 11 Cases or (ii) thirty (30) days after the date of entry of this Order. If no proof of claim is timely filed, such claimant shall not be treated as a creditor with respect to such claims for voting on any Chapter 11 plan in these Chapter 11 Cases and shall be forever barred from asserting a claim for rejection damages and from participating in any distribution that may be made in connection with the Debtors’ bankruptcy cases.

4. For the avoidance of doubt, the Debtors reserve all rights to contest the validity of any claim(s) filed by the Rejection Claimant and file objections with respect to such claim(s).

5. The Debtors are authorized to take any action necessary or appropriate to implement the terms of this Order and the rejections without further order from this Court.

6. This Court shall retain exclusive jurisdiction and power to resolve any dispute arising from or related to this Order.

SCHEDULE 1

SCHEDULE 1

CONTRACTS TO BE REJECTED			
Counterparty	Counterparty Address and Email	Title/Description of Contract¹	Rejection Date
Scratch Services, LLC	Scratch Services, LLC 375 Alabama Street, Suite 360 San Francisco, CA 94110 Email: sameh@scratch.fi AND Scratch Services, LLC Attn: General Counsel 375 Alabama Street, Suite 360 San Francisco, CA 94110 Email: jenna@scratch.fi AND Severson & Werson Attn: Donald H. Cram 595 Market St, Suite 2600 San Francisco, CA 94105 Email: dhc@severson.com	Loan Subservicing Agreement	6/8/2023

¹ The inclusion of a Contract on this list does not constitute an admission as to the executory or non-executory nature of the Contract, or as to the existence or validity of any claims held by the counterparty or counterparties to such Contract.